Jersey Ry Co., 202 Pa. 43, 51 Atl. 597; *MacGinniss* v. *Mining* Co., 29 Mont. 428, 75 Pac. 89; *Hodge* v. *U. S. Steel Corporation,* 64 N. J. Eq. 611, 53 Atl. 553; whether in equity or law, the inquiry must be with reference to plaintiff's right of action and not to his ulterior motives in bringing suit, *Ramsey* v. *Gould,* 57 Barb. 398.

COVENANTS—COVENANT AGAINST INCUMBRANCES—RUNS WITH THE LAND.—An action was brought by an owner of lands against a remote grantor for breach of a covenant against incumbrances contained in the deed executed by said grantor. At the time that deed was executed, a mortgage existed on the premises, from the foreclosure of which the present owner had redeemed the property. *Held,* the cause of action for substantial damages for breach of a covenant against incumbrances, which runs with the land, is entirely distinct from the cause of action for nominal damages for the technical breach occurring at the time of the delivery of the deed; the fact that the latter action is barred by the Statute of Limitations does not affect the former. *In re Hanlin's Estate; Killilea* v. *Douglas* (1907), — Wis. —, 113 N. W. Rep. 411.

The rule in most of the United States is that the covenant against incumbrances is one *in praesenti,* and is broken at once when the deed is executed, if in fact there is an outstanding incumbrance; but Wisconsin is among the states which hold that the covenant is one running with the land. See, 8 AM. & ENG. ENCY. 151, and cases cited; 11 CYC. 1087, and cases cited; *Mecklem* v. *Blake,* 22 Wis. 472. If the covenant is regarded as running with the land, a so-called "mere technical breach" is nevertheless recognized as arising at the time the deed is executed; and for such breach nominal damages may be recovered. See the principal case; *Richard* v. *Bent,* 59 Ill. 38; *Boon* v. *McHenry,* 55 Iowa 202; *Wyatt* v. *Dunn,* 93 Mo. 459; *Mecklem* v. *Blake,* 22 Wis. 472. A recovery of even nominal damages is a bar to any subsequent action. RAWLE, COVENANTS FOR TITLE, §§ 178, 189; *Donnell* v. *Thompson,* 10 Me. 170; *Ogden* v. *Ball,* 40 Minn. 94; *Harris* v. *Newell,* 8 Mass. 262. It would seem to be anomalous to recognize an immediate technical breach caused by the existence of an incumbrance, and then to regard circumstances which merely increase the attendant damages as giving rise to an entirely new cause of action. The most equitable result is reached, of course, by allowing the grantee who suffers actual damage to recover from the covenantor. But this result would be more logically attained either by adhering to the English rule, that though the covenant is technically broken at once, the defect of title constitutes a continuing breach which passes with the land; or by adopting the Illinois rule, that the immediate breach creates a right of action which, however, will pass with the land, and may be enforced by one who subsequently suffers substantial injury. *Richard* v. *Bent,* 59 Ill. 38.

DEEDS—PARTIES—ONE NOT NAMED AS GRANTOR SIGNING.—The plaintiff brought action in ejectment, claiming title under a deed which was signed, sealed and delivered by three parties, but of whom only one appeared therein as grantor. *Held,* sufficient to bind the other two as grantors and operative as

a conveyance of the estate. *Sterling* v. *Park* (1907), — Ga. —, 58 S. E. Rep. 828.

This case is contrary to the overwhelming weight of authority, which holds that in order to convey by deed, the party possessing the right must be grantor and use apt and proper words to convey to the grantee, and merely signing, sealing and acknowledging an instrument in which another person is grantor is not sufficient. *Bank* v. *Rice,* 4 How. U. S. 241; *Catlin* v. *Ware,* 9 Mass. 218; *Peabody* v. *Hewitt,* 52 Me. 33; *Adams* v. *Medeker,* 25 W. Va. 127; *Purcell* v. *Goshern,* 17 Ohio 105; *Stone* v. *Sledge,* 87 Tex. 49. There are cases in a few states which hold that the signing shows an intention to be bound. *Elliott* v. *Sleeper,* 2 N. H. 525; *Armstrong* v. *Stovall,* 26 Miss. 275; *Harris* v. *Digmore,* 86 Ky. 653; *Hrouska* v. *Janke,* 66 Wis. 252. This case seems to take a new view. Not relying upon an intention to be bound, but going back to Coke, shows that the reason for the rule, that the grantor and grantee must appear in the conveyance, was that the premises must identify the feoffor and feoffee, since sealing was all that was necessary, and not until Stat. Car. II was signing required to give validity to a conveyance. But as the parties now sign the deed (and in many states even the seal is abolished) this is sufficient to identify the grantor. And so the reason for the rule no longer existing, the rule itself no longer applies.

ELECTIONS—CORRUPT PRACTICES ACT—WHO IS A CANDIDATE.—Quo warranto against a sheriff under the Corrupt Practices Act (Rev. Laws, 1905, § 350) requiring the filing of a true affidavit of election expenditures by every *"candidate for nomination"* to any office, as prerequisite to his right to hold the office, for omitting to state in his affidavit large sums expended before filing an affidavit of intention to stand for nomination required by Primary Election Law (Rev. Laws 1905, § 184). *Held,* the writ would not lie since the Corrupt Practices Act applies only to *candidates,* and defendant was not a candidate before filing the affidavit of intention. *State ex rel. Brady* v. *Bates* (1907), 66 Minn. 66, 112 N. W. Rep. 1026.

Little aid is gleaned from a study of cases or texts as to the proper definition of the word "candidate." The rule laid down by LORD MANSFIELD in *Combe* v. *Pitt* (1764), 1 Bla. W. 523, that "anyone is a Candidate, for whom a Vote is asked" may seem logical enough where the acceptance of office is compulsory, but even in England the later case of *Morris* v. *Burdett* (1813), 2 M. & S. 212, would seem to intimate that some acceptance or acquiescence on the part of the supposed candidate is necessary. In the only American authority found, *Leonard* v. *Com.,* 112 Pa. St. 607, the court quotes with approval the definition given by Webster, that a candidate is "one who seeks or aspires to some office or privilege, or who offers himself for the same." As stated in the principal case the common law doctrine was vague, the most that can be said being that candidature differed from, and usually preceded, nomination; and that some public expression of intention to run for the office must be shown. In Minnesota the Primary Election Law (Rev. Laws 1905, § 184), provides that any person eligible "becomes a candidate by, and at the time of filing his affidavit" of intention describing the office he seeks. This